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CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

## Notification

The 4th May, 2022

**No. 13/1/9870-HII(2)-2022/6411.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 25.03.2022 bearing reference No. 8/2018 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ASHOK KUMAR S/O SHRI KESHO RAM, R/O HOUSE NO. 207, KAIMBWALA, POST OFFICE NAYA GAON, UNION TERRITORY CHANDIGARH (Workman)

AND

1. CHIEF ENGINEER, PUBLIC HEALTH, SECTOR 9, UNION TERRITORY CHANDIGARH.
2. SUPERINTENDING ENGINEER PUBLIC HEALTH, SECTOR 9, UNION TERRITORY CHANDIGARH.
3. EXECUTIVE ENGINEER PROJECT, PUBLIC HEALTH DIVISION NO.3, SECTOR 9, UNION TERRITORY CHANDIGARH.
4. SUNRISE CONTRACT SOLUTIONS PRIVATE LIMITED, HOUSE NO. 1317/7, SECTOR 65, MOHALI, PUNJAB.
5. R.R. ENTERPRISES, HOUSE NO. 792, SECTOR 9, PANCHKULA.
6. RANA ENGINEERING COMPANY, 692, PHASE - I, UNION TERRITORY CHANDIGARH.
7. SAINI ENTERPRISES, HOUSE NO. 101, SAINI VIHAR, PHASE IV, BALTANA.
8. PARAMIT SINGH, GOVERNMENT CONTRACTOR, 197, M.C. DHANAS, UNION TERRITORY CHANDIGARH.
9. R.R. BUILDERS, HOUSE NO. 437, SECTOR 46-A, CHANDIGARH. (Management)

## AWARD

Signature Not Verified

Digitally signed by  
Jalinder Kumar  
Date: 2022.05.28  
13:19:00 (IST)  
Reason: Public Key  
Location: Chandigarh

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was initially appointed on 01.09.2010 as Tubewell Operator with the management and only ₹1,500/- per month was paid to him in the year 2010 which was less than the

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minimum wages. Thereafter in the year 2011, the wages of the workman were increased to ₹2,100/- per month. In the year 2013, the wages were again increased to ₹6,037/- per month. Employees provident fund was for the first time deducted in the year 2013 from the salary of the workman. Wages of the workman were further increased to ₹6,880/- per month in the year 2014 and thereafter the wages were also increased to ₹8,007/- per month in the year 2015 and further increased to ₹8,400/- per month in the year 2016. The above said amounts were paid to the workman in his bank account through cheques and statutory deduction of EPF and ESI was also made from the wages of the workman. The management outsourced the employment of the tubewell operators and the contracts were given to different companies at different time. Names of the contractors engaged by the management from the year 2010 to 2017-18 are as below :—

| Sr. No. | Name of the Company                                                                     | Period                   |
|---------|-----------------------------------------------------------------------------------------|--------------------------|
| 1.      | Rana Engineering Company, 692, Phase - I, Union Territory Chandigarh.                   | 2010-2011                |
| 2.      | Sunrise Contract Solutions Private Limited, House No. 1377/7, Sector 65, Mohali, Punjab | 2011-2012                |
| 3.      | Saini Enterprises, House No.101, Saini Vihar, Phase - IV, Baltana                       | 2012-2013                |
| 4.      | Rana Engineering Company, 692, Phase - I, Union Territory Chandigarh.                   | 2013-2014                |
| 5.      | Paramjit Singh, Government Contractor, 197, M.C. Dhanas, Union Territory Chandigarh     | 01.09.2014 to 19.09.2015 |
| 6.      | R. R. Builders, House No.437, Sector 46-A, Chandigarh                                   | 21.09.2015-30.06.2016    |
| 7.      | Sunrise Contract Solutions Private Limited, House No.1377/7, Sector 65, Mohali, Punjab  | July 2016 to June 2017   |
| 8.      | R. R. Builders, House No.437, Sector 46-A, Chandigarh                                   | July 2017 to March 2018  |

Though the contractors of the management i.e. management No.1 to 3 kept changing during the period from 2010 to 2017 but the tubewell operators engaged by the management were not disturbed and were not changed by the management and remained under their active control for all purposes. The workman required posted on tubewell No.10, tubewell No. 5 and tubewell No. 13 at Village Kaimbwala, Union Territory Chandigarh for all these years. The minimum wages for the year 2016-17 of tubewell operator is ₹11,803/- per month but the management did not pay full minimum wages after statutory deductions from the wages of workman. The workman was paid only ₹9,465/- per month whereas it comes to ₹10,194/- per month after deduction of EPF and ESI amount so the workman was paid ₹729/- less per month from 01.04.2016 to 31.03.2017. Further minimum wages of the tubewell operator have now increased from ₹11,803/- to ₹16,695/- per month so the management has paid ₹7,230/- less for the month of April 2017 and no wages were paid to the workman from 01.05.2017 till 03.05.2017 which comes to ₹1,615/- for the said period. Further arrears of the minimum wages increased from time to time from the year 2010 till 03.05.2017 have also not been paid to the workman. The workman is a Matric and having ITI basis electrical training but his services were terminated illegally by the management on the ground that he was not matric. No PF and ESI was deposited by the management with the concerned authorities from the date of appointment till 2013 and PF amount for the period of Saini Enterprises was not deposited whereas the same had been deducted from the wages of the workman. Saini Enterprises had not paid the wages from June 2015 to September 2015 which was later on paid by the said contractor but wages for the month of August and September 2015 are due towards the management. The principal employer failed to ensure the payment of wages for the month of August and September 2015 to the workman which show that the principal employer and the contractor are hand in gloves and have played fraud by not making payment of wages to the workman. The workman had completed more than 240 days continuously and regular with the management before termination of his services on 03.5.2017. The management has violated the

provisions of Section 25-F of the ID Act. The management has not maintained the seniority list of workmen as required under Section 77 of the ID Act. The management did not follow the principle of 'first come last go' at the time of termination as juniors to the workman namely Sarv./ Shri Hardeep Singh, Ram Lal, Vijay Singh, Loveneet Singh, Abhishek, Satbir Singh, Chander Boss, Parveen Kumar, Pawan Kumar, Ravi Singh, Gurdev Singh, Anand, Mandeep Singh, Ranjit Singh, Ravinder Singh, Mohan Lal, Sunil Kumar, Suraj Kumar, Joginder Singh, Ranjit Singh, Sham Singh, Shiv Pandit, Gur Sevak, Lakhbir Singh, Harvinder Singh and Gurvinder Singh are still working with the management in violation of provisions of Section 25-G of the ID Act. The management has also engaged juniors after termination of his services in violation of provisions of Section 25-H of the ID Act. The management had adopted unfair labour practice in terminating the services of the workman as the work for which the workman was appointed still exists with the management and new men have engaged against the post and juniors to the workman were retained in service. The workman had approached the management for his reinstatement but the management refused to take him back in service. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages and arrears of pay amounting to ₹17,593/- paid less during his employment and ₹13,768/- was wages for the month of August and September 2015 be also paid along with interest at the rate 24% from the due date till its payment.

3. Management No. 1 to 3 contested the case of the workman and filed written statement raising preliminary objection that the Public Health Wing of the Chandigarh Administration is functioning under the overall control of Chief Engineer, who is assisted by the Superintending Engineer and is further assisted by number of Executive Engineers with the assistance of various Sub-divisional Engineer in respect of their sub-divisions. The Public Health Division No. 3, Sector 9, Chandigarh through its Executive Engineer had entered into contract with various contractors. The workman was never been appointed directly by management No. 1 to 3. The services of the Tubewell Operators were outsourced to a service provider agency, which further engaged the workman. As per the terms & conditions of the contract agreement, the contractors had to make establishment of operators / helpers and other workers / staff for smooth functioning of Tubewells besides fulfilment of the terms & conditions of the contract agreement. There is no relationship between the department and any of the workmen as the relationship is between the contractor and the department upto the contract period. On merits, it is pleaded that the wages to the Tubewell Operators engaged through outsource agency are being paid at DC rates from time to time as per provisions in the contract agreement. The answering management outsourced the employment of the Tubewell Operators and contracts were given to different companies at different time. With the change in outsourcing agency, some of the Tubewell operators were changed and numbers of Tubewell Operators engaged each year kept on changing. As per prevalent practice during the contract period, the wages as per applicable rate were to be paid by the contractor. The workman is not having matriculation qualification and he was asked to produce the certificate for the same otherwise he cannot be allowed to work as Tubewell Operator as such the outsourcing agency asked the workman to produce the said certificate but he did not produce any matriculation certificate. There is no relationship of any sort between the answering management and any of the workman of the contractor so no question arises for termination of service of the workman in any manner by the answering management. The answering management had not violated the provisions of Section 25-F of the ID Act. The answering management is not liable to be maintain the seniority list. The workman was not having matriculation qualification so his services were terminated by the agency and not by management No. 1 to 3. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed qua answering management.

4. Upon notice, none appeared on behalf of management No.4 as such management No.4 was proceeded against *ex parte*. Thereafter an application for impleading the contractors as added respondents was filed by the workman, which was allowed and management No. 6 to 9 were impleaded as party. None appeared on behalf of management No.6 despite service as such management No. 6 was proceeded against *ex parte*.

5. Thereafter learned representative for the workman made the statement that he dispensed with the services of management No. 7 i.e. M/s Saini Enterprises and its name be deleted from array of parties. Accordingly, name of management No. 7 was ordered to be deleted from array of parties.

6. Management No. 5 i.e. M/s R. R. Enterprises filed the application for dismissal of the claim statement *qua* management No. 5 impleaded unnecessary party in the dispute, which was allowed and management No.5 was ordered to be deleted from the array of the parties.

7. None appeared on behalf of management No. 8 & 9 as such management No. 8 & 9 were proceeded against *ex parte*.

8. The workman filed replication to written statement of management No. 1 to 3 reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no employer-employee relationship between management No. 1 to 3 and workman ? OPM- 1 to 3
3. Relief.

9. In support of the case, the workman examined himself as AW1 and closed his evidence. On the other hand, management No. 1 to 3 examined Shri Sanjay Sahni - Executive Engineer, Project Public Health, Division No. 3, Union Territory Chandigarh as MW1. Learned Law Officer for management No. 1 to 3 closed the evidence.

10. I have heard learned representative for the workman and learned Law Officer for management No. 1 to 3 and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

#### **Issue No. 1 & 2 :**

11 Onus to prove issue No.1 was on the workman whereas issue No. 2 was on management No. 1 to 3 but both these issues are taken up together for the sake of convenience to avoid repetition of discussion. In order to prove his case, the workman himself stepped into the witness box and deposed that he was initially appointed on 01.09.2010 as Tubewell Operator with the management for ₹1,500/- per month in the year 2010, which was less than minimum wages. Thereafter in the year 2011, the wages were increased to ₹2,100/- per month and in the year 2013, the wages were again increased to ₹6,037/- per month. Employees provident fund was for the time deducted in the year 2013 from his salary. His wages were increased to ₹6,880/- per month in the year 2014 and further increased ₹8,400/- per month in the year 2016 and the said amount was paid to him in his bank account through cheques and statutory deduction of EPF and ESI. The management outsourced the employment of the Tubewell Operators and contracts were given to different contractors at different times. In the year 2010-11 the contract was given to M/s Rana Engineering Company, in the year 2011-12 contract was given to M/s Sunrise Contract Solutions Private Limited, in year 2012-13 the contract was given to M/s Saini Enterprises, in the year 2013-14 the contract was given to M/s Rana Engineering Company, for the period from 01.09.2014 to 19.09.2015 the contract was given to Paramjit Singh, Government Contractor, from 21.09.2015 to 30.06.2016 the contract was given to M/s R. R. Builders, from July 2016 to June 2017 the contract was given to M/s Sunrsie Contract Solutions Private Limited and from July 2017 to March 2018 the contract was given to M/s R.R. Enterprises. He further deposed that the contractors of management No. 1 to 3 kept changing during the period 2010 to 2017 but the Tubewell Operator engaged by the management were not disturbed and were not changed by the management and remained under their active control for all intents & purposes. He further deposed that the minimum wages for 2016-17 of Tubewell Operator is `11,803/- per month but the management did not pay full minimum wages after statutory deductions from his wages. He was paid only ₹9,465/- per month whereas it comes to ₹10,194/- per month after deduction of PF and ESI amount so he was paid ₹729/- per month less from 01.04.2016 to 31.03.2017. Further minimum wages of the Tubewell Operator have now increased ₹11,803/- to ₹16,695/- per month so the management had paid ₹7,230/- less for the month of April 2017 and no wages were paid to him from 01.05.2017, which comes to ₹17,593/-, was paid less by the management at the time of retrenchment.



12. He further deposed that his services were illegally terminated verbally on 03.05.2017 (afternoon) without assigning reason. Copy of the appreciation certificate issued by M/s Paramjit Singh is Exhibit 'W1'. No PF and ESI was deposited by the management with the concerned authorities from the date of appointment till 2013. No PF amount for the period of Saini Enterprises was not deposited whereas the same has been deducted from his wages and the Saini Enterprises had not paid the wages from June 2015 to September 2015. He further deposed that the principal employer and the contractor were hands in gloves and have played fraud by not making payment of wages to him. He had completed 240 days continuously and regularly with the management before termination of his services verbally 03.05.2017 so the management had violated provisions of Section 25-F of the ID Act. Copy of logbook maintained by the management received through RTI showing the attendance of the workman for the period from 19.12.2012 to 01.12.2013 is Exhibit 'W2'. The management had not maintained the seniority list of the workmen as required under Rule 77 of the ID Act. The management had retained the juniors and has not been given preference to him as required under Section 25-H & 25-I of the ID Act and greatly discriminated. The management adopted unfair labour practice in terminating his services. The conduct of the management is illegal. The management being the model Government agency was required to protect the welfare of the workmen through contractor. He further deposed that they have failed to protect the interest of the workman by not compelling the contractor to pay them as per Minimum Wages Act and deposit their ESI and PF funds.

13. Learned representative for the workman has argued that the workman was engaged as Tubewell Operator by the official of the management No. 1 to 3 through one Junior Engineer Inderjit Singh on 01.09.2010 and he kept on working with the management till his termination, which was done without following procedure prescribed under Section 25-F of the ID Act. The salary was paid by the keyman of the management Surinder Singh and not by the contractor. The management kept on issuing tenders for outsourcing the work of tubewell operators by employing various contractors but it was only a sham transaction as these contractors never visited and controlled the work force. Actual control & supervision of the tubewell operations was of the management. He referred the cross-examination of MW1 Shri Sanjay Sahni. It is further argued that only reasons being not allowed to work was that the workman was not matriculate is not sustainable as he had worked for seven years without matric and without there being any complaint. To the contrary his work was satisfactory and appreciated by the contractor Paramjit Singh vide Exhibit 'W1'. He further referred page 7 of the tender in which qualification prescribed is ITI and not matric. Further the management had not retrenched junior to the workman and the persons retrenched after him were reinstated in violation of provisions of Section 25-G & 25-H of the ID Act. He further referred to citation ***Standard Vaccum Refinery Company Versus their Workman*** wherein the Hon'ble Supreme Court has categorically observed that the contract labour should not be employed where the work is perennial and must go from day to day, the work is incidental to and necessary for the work of the factory / establishment, the work is sufficient to employ considerable number of whole time workmen and the workman is being done in most concerns through regular workmen. It is further argued that outsourcing the work of Tubewell Operator is in fact a camouflage and sham transaction and the management was responsible for getting the operational work of tubewells which is of permanent nature, done under their control and the contractors had no control. So management No. 1 to 3 is principal employer was bound to follow the provisions of the ID Act. It is also duly proved on record that the workman has been terminated illegally in violation of Section 25-F, 25-G & 25-H of the ID Act and he deserves to be reinstated in services with full back wages.

14. On the other hand, learned Law Officer for management No.1 to 3 has examined Shri Sanjay Sahni - Executive Engineer as MW1, who deposed that the public health wing of the Chandigarh Administration is functioning over all control of the Chief Engineer, who is assisted by the Superintending Engineer and is further assisted by number of Executive Engineers with the assistance of various Sub-divisional Engineer. The Public Health Division No.3, Sector 9, Chandigarh through its Executive Engineer has entered into contract with various contractors. He proved the copy of allotments Exhibit 'M1'. He further deposed that the workman has never been appointed directly by management No.1 to 3 rather outsourced to service provider agency, which further engaged the workman. As per terms & conditions of contract executed between the management and the contractor, all the payment, if any, had to be made by the contractors. He deposed that the contractor asked to workman to produce matriculation certificate but the workman failed to produce the same accordingly his services were terminated. Further the wages to the Tubewell Operators engaged

through outsource agencies are being paid DC rates from time to time as per provisions of the contract agreement. Management No. 1 to 3 outsourced the employment of Tubewell Operators and contracts was given to different company at different times. Due to which some of the Tubewell Operators engaged each year keep on changing. As per prevalent practice during the contract period, the wages as per the applicable rates were to be paid by the contractor and intimation thereof is to be given to management No. 1 to 3. Management No. 1 to 3 has not violated the provisions of Section 25-F of the ID Act and services of the workman were not terminated by management No.1 to 3.

15. Learned Law Officer for management No. 1 to 3 has argued that there is no employer-employee relationship between management No. 1 to 3 and workman as management No. 1 to 3 outsourced the services to service provider who employed the workman and outsource service provider keep on changing after completion of contract period due to which some of the Tubewell Operator also keep on changing by the service provider. It is further argued that the workman does not come directly under management No.1 to 3 rather the employee of the contractor and the contractor when asked the workman to produce matriculation certificate which was required for the post of Tubewell Operator but he failed to produce the same so his services were terminated by the contractor and not by management No.1 to 3. This issue be decided in favour of management No. 1 to 3 and against the workman.

16. After giving my careful considerations to the rival contentions of both the sides, I find that the present industrial dispute filed by the workman against management No.1 to 9 out of which management No. 1 to 3 are officials representing Department of Public Health and management No. 5 i.e. M/s RR Enterprises and management No.7 i.e. M/s Saini Enterprises were deleted from array of parties *vide* order dated 28.01.2020 and 30.10.2019 respectively. Management No. 4, 6, 8 & 9 has been proceeded against *ex parte*. Main contesting management are management No. 1 to 3. The workman has firstly pleaded his case while stepping into the witness box as AW1 that he has been illegally terminated on 03.05.2017 and he is alleging himself as direct employee of management No.1 to 3. Hence, the main bone of contention between the workman and management No. 1 to 3 whether there exists employer-employee relationship between the parties or not. The workman is alleging that management No.1 to 3 appointed him on 01.09.2010 as Tubewell Operator and he had worked seven years with management, no doubt management No.1 to 3 keep changing contractors from time to time but the principal employer is management No.1 to 3. He proved on record Exhibit 'W1' copy of appreciation letter-cum-experience certificate by the contractor Paramjit Singh and Exhibit 'W2' copy of log book maintained for the period from 19.12.2012 to 01.12.2013. Admittedly the workman was working with respondent No. 1 to 3 from 2010 as it is not disputed by management No. 1 to 3. But the workman has failed to prove on record that how relationship of employer-employee exists between management No.1 to 3. The workman while examining himself as AW1 during his cross-examination admitted that no appointment letter was issued by the Junior Engineer Inderjit Singh or by management No.1 to 3. No termination letter was issued either by Shri Surinder Singh or management No. 1 to 3. No written complaint was made to management No. 1 to 3 regarding his termination. He cannot tell the name of SDO who asked him to meet JE as he is not terminated by him and meaning thereby the workman failed to produce on record any documentary proof that he was ever appointed or terminated by management No.1 to 3 rather management No. 1 to 3 examined Shri Sanjay Sahni - Executive Engineer who proved on record Exhibit 'M1' *vide* which contract was allotted to M/s Sunrise Contract Solutions for providing the services of Tubewell Operator on contract basis for operation of tubewell & booster in various villages i.e. Kaimbwala, Kishangarh, Bhagwanpura & Others for the period 01.04.2016 to 31.03.2017 and contract allotted to M/s Saini Enterprises. From the allotment letters on the record it clearly transpired that the Project Public Health Division No. 3, Chandigarh has entered into the contract with various contractors from time to time and as per terms & conditions of the contract executed between management and the contractor all the payments, if any, had to be paid by the contractors and wages to the Tubewell Operator engaged through outsource agency are being paid the DC rates from time to time as per provisions of the contract agreement and it is also proved on record that management No.1 to 3 outsourced employment of the Tubewell Operators and the contracts were given to different companies at different times. So it is obvious that some of the Tubewell engaged keep on changing as per outsource agency. Hence, the arguments of the workman that there is employer-employee relationship between management No.1 to 3 with the workman does not hold good.

17. As regards the termination of the workman is concerned, argument of the workman that he has been illegally terminated on 03.05.2017 as he was qualified for the post of Tubewell Operator does inspire the

confidence as arguments addressed by management No.1 to 3 that the contract when asked the workman to produce the matric certificate, which was required as per contract agreement for the post of Operator, then the workman failed to produce the same and accordingly his services were terminated carries no value as management No.1 to 3 miserably failed to prove on record the condition of matric certificate as qualification for the appointment of Tubewell Operator. They are simply assuming matric certificate was demanded by the contractor from the workman but he failed to produce whereas the workman had drawn attention to the contract allotment document on record wherein only qualification mentioned is ITI in electrical / mechanical was required for the Tubewell Operator and not matric. Moreover, the workman had worked from 2010 to 2017 and he was verbally termination on 03.05.2017. No termination has been proved on record. So only plea taken by management No.1 to 3 that the workman has been terminated only because he was not matriculate is not sustainable. It has been proved on record that the workman is the employee of the contractor and not of management No.1 to 3 and as per the claim statement the workman was terminated on 03.05.2017 and at that time, as per file, the workman was working under M/s Sunrise Contract Solutions Private Limited, mentioned at serial No.4 of the amended title, who has already been proceeded against *ex parte*. So evidence of the workman against management No.4 remained unrebutted and unchallenged with regard to illegal termination of the services. As per claim statement, the contract period of management No. 9 i.e. M/s R. R. Builders is mentioned as from July 2017 to March 2018, which was after the termination of services of the workman. Similarly, the contract period of management No. 6 i.e. M/s Rana Engineering Company was 2013-14, the contract period of management No.8 i.e. Paramjit Singh, Government Contractor was from 01.09.2014 to 19.09.2015 which was prior to the termination of services of the workman. Management No. 5 i.e. M/s RR Enterprises and management No.7 i.e. M/s Saini Enterprises has already been deleted from array of parties *vide* order dated 28.01.2020 and 30.10.2019 respectively. Hence, the workman is not entitled to claim any relief against management No.1 to 3 and management No. 6, 8 & 9.

18. Hence, it is proved on record that management No.4 has terminated the services of the workman illegally as he was working under him at the time of termination i.e. on 03.05.2017 and there is no dispute that the workman had completed 240 days of service. As the contract has been allotted to another contractor after the completion of contract of M/s Sunrise Contract Solution Private Limited so the workman cannot be reinstated by management No.4. However, he can be compensated for his illegal termination as per Section 25-F of the ID Act, which is as under :—

**"25F. Conditions precedent to retrenchment of workmen—**No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and"

19. As per the claim of the workman his last drawn salary was ₹11,803/- but he alleged that he was paid less. The workman has failed to prove on record in evidence that he was getting less than minimum wages. Hence, the salary of ₹11,803/- is to be taken while calculating the compensation and length of service of the workman from 01.09.2010 to 30.05.2017 i.e. more than six and a half years. By taking into account last drawn salary and provisions of Section 25-F (a) & (b) of the ID Act, the workman is held entitled for lump sum compensation of ₹55,000/-for his illegal termination from management No.4 i.e. M/s Sunrise Contract Solutions Private Limited.

20. In the light of discussion, it proved on record that there is no employer-employee relationship between management No.1 to 3 and workman and the services of the workman were terminated illegally by management No. 4. Accordingly, issue No.1 is decided partly in favour of the workman and against management No.4 and dismissed against management No. 1 to 3 & management No.6, 8 & 9 whereas issue No.2 is decided in favour of management No.1 to 3 and against the workman.

**Relief :**

21. In the light of findings on the issue No.1 above, this industrial dispute is partly allowed in favour of the workman and against management No.4 and dismissed against management No. 1 to 3 & management No. 6, 8 & 9. The workman is entitled for lump sum compensation ₹55,000/- for his illegal termination by management No.4 i.e. M/s Sunrise Contract Solutions Private Limited. Management No. 4 is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 25.03.2022.

(Sd.) . . . ,  
(ANSHUL BERRY),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 4th May, 2022

**No. 13/1/9861-HII(2)-2022/6428.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 12.03.2022 bearing reference No. 27/2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ROHIT KUMAR TAMANG S/O SHRI BIRKA JI, AGED 33 YEARS, R/O #1372, SECTOR 34,  
CHANDIGARH (Workman)

AND

THE GAUR CHANDIGARH, THROUGH ITS MANAGING DIRECTOR /OCCUPIER &  
MANAGER, SCO NO.152-154, SECTOR 43-B, CHANDIGARH (Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was appointed by the management with effect from 01.10.2012 as Bell Boy. On 24.09.2018, the workman reported for duty but the occupier refused to allow duty and also refused to pay unpaid wages to the workman. Job of the workman still exists and junior to the workman were retained in service. There is serious violation of provisions of Section 25-F, 25-G & 25-H of the ID Act.

3. During the pendency of the present industrial dispute, learned representative for the workman made the following statement :—

*"I withdraw the present reference on behalf of the workman."*

The case taken up in Lok Adalat. In the view of the above statement, the present industrial dispute is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.03.2022.

(Sd.) . . . ,  
(ANSHUL BERRY),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.



CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT**Notification**

The 4th May, 2022

**No. 13/1/9868-HII(2)-2022/6430.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 11.03.2022 bearing reference No. 120/2016 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ARVIND SINGH S/O SHRI BUTESHWAR R/O HOUSE NO.1096, PHASE - II,  
RAM DARBAR, UNION TERRITORY CHANDIGARH (Workman)

AND

COMPACT PACKAGES, PLOT NO.130, INDUSTRIAL AREA, PHASE -I,  
UNION TERRITORY CHANDIGARH THROUGH ITS PROPRIETOR / PARTNER  
(Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was appointed as Machineman (Offset) on 19.01.2013 by the management. On 05.06.2014 while the workman was performing his duties, at about 1:00 P.M., the management asked the workman that his services are no longer required and he should leave the premises of the factory immediately and come on 08.06.2014 to collect his dues. On 08.06.2014 the management called the workman for receiving his wages and other legal dues but at the instance of paying the wages the management obtained signatures of workman on three places in the payment of wages register, on some blank vouchers and on the letter written in English, to which the workman was unable to read and understand. After obtaining the signature of the workman the management told that the payment would be made on Monday i.e. 09.06.2014. But instead of making the payment of the wages and other dues the management told that payment of the wages and other dues had been made to him now nothing is due towards the management. The matter was reported to the PCR, who advised the workman to report the Police Station, Industrial Area, Phase- I, Chandigarh regarding committing the offence of fraud, cheating by the management. The police authority registered the DDR against the management on 09.06.2014 and advised that the matter is of the payment of wages so the workman should approach the Labour Court / authorities. Thereafter he lodged complaint in the office of Labour Inspector, Chandigarh against the management on 20.06.2014 regarding illegal service termination and non-payment of the dues but none appeared before the Labour Inspector on behalf of the management. On the advice of the Labour Inspector, the workman raised industrial dispute by way of demand notice dated 08.09.2014 but the management did not file reply within stipulated period. The matter was referred to the Assistant Labour Commissioner, Chandigarh who conducted conciliation proceedings but no settlement could be arrived with stipulated time so the Assistant Labour Commissioner, Chandigarh allowed the workman to make direct application before this Court. Action of the management to terminate the services of the workman is illegal, *malafide*, unjustified, unlawful and unconstitutional as prior to termination of service the management did not issue charge sheet, notice, conduct inquiry or paid any compensation to the workman. The workman was worked for more than 240 days of service with the management within twelve months preceding his date of termination. Job / work which was being performed by the workman was of perennial nature. The management had retained the junior in service and recruited the fresh hand. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. Upon notice, the management appeared through its Clerk. Thereafter none appeared on behalf of the management as such the management was proceeded against *ex parte*.

4. In *ex parte* evidence, the workman examined Shri Arun Kumar - Clerk, Office of the Assistant Labour Commissioner, Union Territory Chandigarh, Shri Gurmeet Singh - Assistant, Office of ESIC Branch Office, Chandigarh. The workman also examined himself as his own witness. Learned representative for the workman closed the *ex parte* evidence.

5. I have heard learned representative for the workman and have gone through the file carefully. In support of his case, the workman while stepping into the witness box has deposed that he was appointed by the management as Printing Machineman (Offset) on 19.01.2013 and on 05.06.2014 when he was performing his duties, the management asked him that his services are no longer required and to come on 08.06.2014 to collect his legal dues. On 08.06.2014 the management obtained his signatures on blank papers, on payment register, on some blank vouchers and on papers typed in English. He has little knowledge of English and can not read and understand the language properly. Thereafter told him that payment will be made on 9th June 2014 but on 9th June 2014 the management instead of paying him his dues told that payment has been made to him and nothing is due towards the management. He further deposed that he reported the matter to PCR, who advised him to report at Police Station. A DDR was registered against the management. The policy authority advise him that the matter is of payment of wages so he should approach the Labour Department. He lodged a complaint with the Labour Inspector but the management did not appear on the date fixed by the Labour Inspector for settlement. He also served the management a demand notice but the management neither replied the same nor took him back on duty. During the conciliation proceedings before the Assistant Commissioner-cum-Conciliation Officer no amicable settlement within stipulated period. He further deposed that no charge sheet was issued, no inquiry was held and he was not paid retrenchment compensation at the time of termination. Juniors to the workman were retained in service. Job on which he was working was perennial in nature and still exist. He had worked more than 240 days within 12 months preceding his date of termination. He is entitled for reinstatement with continuity of service and full back wages.

6. The workman also examined Shri Arun Kumar - Clerk of the Assistant Labour Commissioner, Union Territory Chandigarh, who proved the copy of demand notice filed by the workman as Exhibit 'AW1/1'; copy of reply filed by the management thereto Exhibit 'AW1/2', copy of comments filed by the workman Exhibit 'AW1/3', copy of conciliation report Exhibit 'AW1/4'.

7. The workman further examined Shri Gurmeet Singh - Assistant, ESIC Branch Office, Chandigarh, who proved the contribution sheet of the workman for the period from 01.04.2011 to 30.03.2021 is Exhibit 'AW3/1', ledger sheet pertaining to the workman Exhibit 'AW3/2' and deposed that as per record period of contribution of the workman having IP No.1713022735 is 01.04.2011 to 30.03.2021.

8. Learned representative for the workman has argued that the services of the workman have been terminated by the management verbally stating that his services were no required. On the pretext of paying his legal dues the management got his signatures on blank papers & vouchers, payment register and on paper typed in English language to which the workman is not full conversant and thereafter told the workman that nothing is due towards the management, all his legal dues have been paid. No charge sheet was issued, no inquiry was held and no retrenchment compensation was paid before termination of services of the workman. Further juniors to the workman were retained in service. The management has violated the provisions of Section 25-F, 25-G and principles of natural justice. Job of the workman still exists with the management. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. I have considered the submission of learned representative for the workman. In the present case, the workman is aggrieved that his services were terminated verbally by the management in violation of provisions of the ID Act and principles of natural justice. On the other hand, the management is *ex parte* in this case and had not come forward to contest the case. In *ex parte* evidence, the workman had deposed that he was appointed by the management as Printing Machineman (Offset) on 19.01.2013 and on 05.06.2014 when he was performing his duties the management asked him that his services are no longer required. Even the management had not paid his legal dues. The workman had examined two summoned witness, who have

proved demand notice dated 08.09.2014 filed by the workman under Section 2-A of the ID Act as Exhibit 'AW1/1', reply filed by the management before the Assistant Labour Commissioner Exhibit 'AW1/2', counter comments filed by the workman Exhibit 'AW1/3', copy of conciliation report Exhibit 'AW1/4', statement of ESI contributions of the workman for the period from 1st October 2010 to 31st March 2021 Exhibit 'AW3/1', ledger sheet of ESI pertaining to the workman Exhibit 'AW3/2'.

10. From the oral as well as documentary evidence on record, it is proved that the workman was employed with the management as Printing Machineman (Offset). As per averment of the workman, his services were verbally terminated by the management on 08.06.2014. There is no rebuttal to the evidence led by the workman as the management is *ex parte* in this case.

11. In the light of discussion made above, it is held that the services of the workman were terminated in violation of provisions of Section 25-F & 25-G of the ID Act and principles of natural justice. Accordingly, this industrial dispute is *ex parte* allowed. The workman is entitled for reinstatement with continuity of service and 25% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 11.03.2022.

(Sd.) . . . ,  
(ANSHUL BERRY),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 4th May, 2022

**No. 13/1/9875-HII(2)-2022/6432.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 05.04.2022 bearing reference No. 56/2017 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

HARPREET SINGH, HOUSE NO.103, ROOM NO.11, 1st FLOOR, MALOYA, CHANDIGARH.  
(Workman)

AND

BANSAL TEXTILE, SCO NO.66, SECTOR 17-C, CHANDIGARH THROUGH ITS MANAGING DIRECTOR. (Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was appointed by the management as Salesman in the year 1996 and remained in the uninterrupted employment upto 08.06.2016 when his services were illegally & wrongly terminated by refusing of work. He was drawing ₹10,000/- per month as wages at the time of termination. On 09.06.2016, the workman went to attend his normal duty but he was refused work by the management without assigning any reason and notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management had also violated Section 25-F of the ID

Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. For his reinstatement the workman served upon the management a demand notice dated 04.11.2016 but the management neither replied nor appeared before the Conciliation Officer on any date fixed for settlement. Termination is illegal, wrong, motivated, against the principles of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with continuity of service, full back wages, all attendant benefits and without any change in his service condition.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the workman had only worked for a period of 175 and half working days in a complete one year from 01.06.2015 to 31.05.2016. On merits, it is pleaded that the workman did not bother to attend the services after 15.06.2016 and that was the last day he attended the duties, as per the attendance register. With regard to his absent from the job he was warned number of times but he did not bother to mend his ways. The workman had not attended the bench mark of 240 working days in the preceding year as per Section 25-B so he is not entitled to any relief whatsoever and even the provisions of the ID Act are not at all attracted. There is no question of termination. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. During the pendency of the present industrial dispute, the parties settled their dispute amicably. Upon which, learned representative for the workman made the following statement :—

*"The matter has been compromised and I have receive Cheque No. 003660 of Rs.40,000/- dated 01.04.2022 drawn on HDFC Bank, Branch Sector - 17C Chandigarh in the name of Harpreet Singh, workman on behalf of the workman. The matter has been compromised with the management in totality and the case has been disposed off accordingly."*

6. In view of the above statement, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : 05.04.2022.

(Sd.) . . . ,  
(ANSHUL BERRY),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.



CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 4th May, 2022

**No. 13/1/9865-HII(2)-2022/6434.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 08.03.2022 bearing reference No. 92/2018 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUNDER LAL, HOUSE NO.3876, SECTOR 25-D, CHANDIGARH (Workman)

AND

ADITYA BIRLA CAPITAL LIMITED, S.C.O. NO.118-119, 1ST FLOOR, MADHYA MARG,  
SECTOR 8-C, CHANDIGARH THROUGH ITS MANAGING DIRECTOR (Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was appointed by the management of M/s Appollo Capital Investment as office on 04.04.2006. Thereafter on 02.08.2010, the management changed its name and started his business with the name & style of M/s Aditya Birla Money Limited. Again on 31.07.2017, the management changed the name of company from M/s Aditya Birla Money Limited to M/s Aditya Birla Capital Limited. On both the occasion, the entire infrastructure remained the same and all the employees including the workman remained in continuous and uninterrupted employment. He remained in continuous and uninterrupted employment from 04.04.2006 to 27.06.2017 when his services were illegally & wrongly terminated by the management by refusing work. The workman was drawing ₹7,600/- per month as wages at the time of termination. On 26.06.2017 the Manager of the management Shri Sandeep Bedi sent the workman in the office of M/s Quess Corporation, SCO No.216-217, Sector 34, Chandigarh and the management of M/s Quess Corporation asked the workman to deposit his aadhar card, pan card and educational certificate with the management on the pretext that the services of the workman will be confirmed in M/s Aditya Birla Capital Limited and the Quess management also gives a letter to the workman for signing, as per which he is being employed by M/s Quess Corporation from 27.06.2017, upon which the workman refused to sign the same and deposit the demanded documents. Consequently the management of M/s Aditya Birla Capital Limited refused work to the workman without assigning any reason and notice. The workman lodged a complaint dated 01.08.2017 with the Labour Inspector, Union Territory Chandigarh, who fixed number of dates for amicable settlement but the management did not appear before the Labour Inspector. The workman also served upon the management demand notice dated 06.11.2017 for his reinstatement but the management neither replied nor took the workman back on duty. The Conciliation Officer was requested for his intervention but the management refused to take the workman back on duty before the Conciliation Officer, Union Territory Chandigarh. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25-F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Action

of the management in termination the services of the workman is illegal, wrongful, motivated against the principle of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with continuity of service, full back wages, full attendant benefits and without any change in his service condition as he remained unemployed during the period i.e. from the date of termination to till date.

3. Upon notice, the management appeared through its representative. Thereafter none appeared on behalf of the management as such the management was proceeded against *ex parte*.

4. In *ex parte* evidence, the workman stepped into the witness box as AW1. Learned representative for the workman closed the *ex parte* evidence. Thereafter the application for recalling the workman in additional evidence was filed, which was allowed, and in additional evidence the workman tendered into evidence documents.

5. I have heard learned representative for the workman and have gone through the file carefully. Learned representative for the workman has argued that initially the workman was appointed by the management of M/s Appollo Sindhoori Capital Investment Limited as Office Boy in the year 2006. Thereafter in the year 2010 the management changed its name and started his business with the name & style of M/s Aditya Birla Money Limited and again in the year 2017 changed the name of the company from M/s Aditya Birla Money Limited to M/s M/s Aditya Birla Capital Limited. He argued that on both the occasions, entire infrastructure and employees remained the same. On 27.06.2017 the Manager of the management sent to the workman to the office of M/s Quess Corporation and the management Quess Corporation asked him to deposit aadhar card, pan card and educational certificate and gave letter to for signing, as per which the workman is being employed by M/s Quess Corporation. When the workman refused to sign the letter and deposit the documents, the management of M/s Aditya Birla Capital Limited refused work to the workman. He argued that action of the management is illegal and against the principles of natural justice and unfair labour practice. He prayed for reinstatement of the workman with continuity of service and full back wages.

7. I have very thoughtfully considered the submission of learned representative for the workman. The workman is aggrieved that his services were verbally terminated by the management. On the other hand, the management had not come forward to contest the case of the workman and has been proceeded against *ex parte*. In *ex parte* evidence, the applicant had deposed that he had continuously and un-interruptedly worked with the management from 04.04.2006 to 27.06.2007 when his services were terminated by refusing work. The workman had proved letter dated 14.11.2006 issued on the letter of M/s Apollo Sindhoori Capital Investments Limited in favour of the workman Exhibit 'A2'; email dated August 23, 2016 from the Assistant Manager, Aditya Birla Money regarding increments in the salary of the workman Exhibit 'A3'; authorization letter in favour of the workman issued by Smt. Sunita Kaul, Aditya Birla Money Limited Exhibit 'A4'; confirmation certificate issued by Branch Manager, M/s Aditya Birla Money Limited in favour of the workman to get his salary from the head office for the month of July 2010; authorization letter dated 23.06.2010 and 06.09.2011 issued by M/s Aditya Birla Money in favour of the workman Exhibit 'A6' & 'A7', e-mail dated 06.08.2016 by Shri Rohit Dadhwal regarding increment of the workman as the workman was working with the management for the last 11 years Exhibit 'A9'; Exhibit 'A8' is the reminder emails for the same and confirmation certificate issued by Branch Manager, M/s Aditya Birla Money Limited in favour of the workman to get his salary from the head office for the month of September 2015 Exhibit 'A10'.

8. From the oral as well as documentary evidence on record, it is proved that the workman was employed with the management as Office Boy. As per averment of the workman, his services were verbally terminated by the management on 27.06.2017. There is no rebuttal to the evidence led by the workman as the management is *ex parte* in this case.

9. In the light of discussion made above, it is held that the services of the workman were terminated in violation of provisions of Section 25-F of the ID Act and principles of natural justice. Accordingly, this industrial dispute is *ex parte* allowed. The workman is entitled for reinstatement with continuity of service and 25% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 08.03.2022.

(Sd.) . . . ,  
(ANSHUL BERRY),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

Secretary Labour,  
Chandigarh Administration.

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